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NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD CUSTODIAL ASSOCIATION

C O N T R A C T

1971-1972

1972-1973

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TABLE OF CONTENTS

ARTICLES

I	RECOGNITION
II	NEGOTIATIONS PROCEDURE
III	GRIEVANCE PROCEDURE
IV	.....	MANAGEMENT PREROGATIVES
V	.....	SALARY GUIDE PROVISIONS
VI	.....	HEALTH INSURANCE PROVISIONS
VII	.....	SICK LEAVE
VIII	.....	TEMPORARY LEAVE
IX	.....	VACATION POLICY
X	.....	MISCELLANEOUS
XI	.....	DURATION OF AGREEMENT

SCHEDULES

A.	.....	SALARY GUIDE
B.	.....	HOLIDAY SCHEDULE

ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Custodial Association, hereinafter referred to as the Association, as the exclusive representative for negotiations concerning the terms and conditions of employment during the term of this agreement for the Custodial-Maintenance personnel employed by the Board, hereinafter referred to as the Board.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 303, Public Laws 1968, on matters concerning the terms and conditions of employment. Such negotiations shall begin in each year not earlier than October 1st nor later than October 15th of the calendar year preceding the calendar year in which this agreement expires.

The Association and Board shall submit their proposals no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations.

Any final agreement so negotiated shall apply to all members of the appropriate unit as set forth in ARTICLE I, be reduced to writing, and be signed by the Board and the Association.

- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A. of this ARTICLE.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

A grievance shall mean that employees or representative of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within ninety (90) school days from the time when the employee knew or should have known of its occurrence.

B. Procedure:

1. Level One:

The employee with a grievance shall first discuss it with his immediate supervisor, with the objective of resolving the matter informally.

2. Level Two:

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to his immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.
- c. The nature of the loss, injury or inconvenience.

The supervisor shall communicate his decision to the grievant in writing, with copies to the Association, within five (5) school days of receipt of the written complaint.

GRIEVANCE PROCEDURE3. Level Three:

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant with a copy to the Association.

4. Level Four:

If the grievance is not resolved to the grievant's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association, within fifteen (15) school days.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

GRIEVANCE PROCEDURE

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.
- D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment.
- E. Any employee may be represented at all stages of the grievance procedure by himself, a person of his choosing, or by the Association's Representative. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, located in the Board of Education Office and shall not be kept in the personal file of any of the participants. Such file shall only be accessible to the Business Administrator, the grievant, and the grievance committee chairman of the Association.

GRIEVANCE PROCEDURE

- G. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to their immediate supervisor and follow the procedures starting with Level One. The Association may process such a class or group grievance through all levels of the Grievance Procedure.
- H. Meetings and hearing under this procedure shall not be conducted in public.

ARTICLE IV - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:-11-1 New Jersey Statutes Annotated 1968, the Board shall:
1. Make, amend and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees, subject, where applicable, to the provisions of Title II, Civil Service, of the Revised Statutes; and
 2. Perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

ARTICLE V * SALARY GUIDE PROVISIONS

- A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A which is attached hereto and made part hereof.
- B. All new employees will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31st of any year shall be entitled to a full increment. All personnel employed February 1st or after shall not be entitled to an increment.
- D. All advancement on the salary guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- E. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptable standards.
- F. Employees will be hired on a sixty (60) day trial basis.
- G. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE VI - HEALTH CARE INSURANCE PROTECTION

The Board shall provide health care insurance protection as designated below:

- A. The Board shall pay the full premium for each employees' individual coverage and in cases where such plans exist, one-half ($\frac{1}{2}$) of the full premium for family plan coverage in the first year of this Contract (July 1971 - June 1972.)

- B. As of the second year of the Contract (July 1972 - June 1973) the Board shall pay all costs for health-care insurance.

- C. Provisions of the health-care insurance program shall be detailed in master policies and contracts arranged by the Board and shall include:
 - 1. Hospital room and Board and miscellaneous costs.
 - 2. Out-patient benefits.
 - 3. Laboratory fees, diagnostic expenses, and therapy treatments.
 - 4. Maternity costs.
 - 5. Surgical costs.
 - 6. Major Medical coverage.

- D. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st, provided the carriers contract provisions are met.

HEALTH CARE INSURANCE PROTECTION

- E. When necessary, payment of the premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- F. The Board shall provide to each employee a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.

ARTICLE VII - SICK LEAVE

- A. All twelve month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year as of July 1st of each school year whether or not they report for duty on that day. All ten month employees employed by the Board shall be entitled to ten (10) sick leave days each school year as of July 1st, of each school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year, with no maximum limit. A statement of such accumulation shall be furnished to each employee at the beginning of each school year, if requested.
- B. Non-accumulative additional sick leave benefits shall be allowed to employees as per ten (10) days at half pay.
- C. Sick days taken in excess of the accumulated total will result in a reduction in pay. This reduction will be taken at the rate of 1/240 of annual salary for twelve month employees, and 1/200 of annual salary for ten month employees.

ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the school year, employees shall be entitled to the following temporary leave of absence as follows:

1. Death in the immediate family

Leave with pay following death in the immediate family (wife, husband, son, daughter, mother, father, sister, brother, grandparents) shall be fixed from the date of death until one day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Business Administrator may grant additional time, not to exceed two (2) days at full pay.

2. Death of other relatives

In case of the death of any relative not listed in Part 1, above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with a staff member's employment or in any other legal proceeding that the employee is required by law to attend.

4. Personal Leave

Leave up to two (2) days with pay for personal emergencies, (illness in the immediate family, religious holidays and other personal business) shall be granted with pay by the Business Administrator upon recommendation of the immediate supervisor.

TEMPORARY LEAVES OF ABSENCE5. Other Leaves

Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Business Administrator, shall be granted with the stipulation that the staff member shall forfeit 1/200 of his base salary if he is a ten-month employee and 1/240 of his base salary if he is a twelve-month employee.

B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:

1. They shall be in addition to any sick leave to which the staff member is entitled.
2. Except in emergencies, no leave shall be permitted the day prior to, nor the day following, a school holiday or holiday weekend, except at the discretion of the Superintendent.
3. Except in cases of emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Superintendent, the request shall be filed in his office.
4. Leave under this provision shall not be cumulative.

ARTICLE IX - VACATION POLICY

- A. All full time twelve-month employees with five (5) or less years of service as of July 1st shall be entitled to ten (10) working days vacation per year. Vacation shall be earned at the rate of one (1) day per month by all twelve-month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six months of employment with the New Milford School system.
- B. All full time twelve-month employees with more than five (5) years of service as of July 1st, having started between June 15th and September 5th, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one-half (1½) days per month by all twelve-month personnel with six (6) or more years of service. A maximum of fifteen (15) working days vacation may be earned in any single fiscal year.
- C. Ten-month employees do not receive vacation time.
- D. All requests for vacation time will be submitted in writing to the employee's immediate supervisor. After approval by the Business Administrator, in consultation with the immediate supervisor, a copy will be returned to the employee.
- E. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.

VACATION POLICY

- F. All vacation periods as stated above are subject to change or alteration dictated by the needs of the school system as determined by the school administration.

ARTICLE X - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed, or hereafter employed.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing at the following addresses:
1. If by Association, to Board in care of the Secretary of the Board.
 2. If by Board, to the President of the Association at the building to which he is regularly assigned for his employment.
- D. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- E. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be made to the building principal.

MISCELLANEOUS PROVISIONS

- F. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the immediate supervisor.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- H. All employees will be off on the days listed on the Holiday Schedule attached hereto and known as SCHEDULE B. In the event it is necessary for any employee to work on the days off as established by SCHEDULE B, and still have worked less than forty (40) hours in a week, the employee will be compensated at the rate of 1/240 of his annual salary or given compensatory time off.
- I. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half.
- J. The normal hours of work for employees during the time students are occupying the buildings will be as follows:
1. Day Shift 7:15 A.M. to 4:15 P.M.
With one hour for lunch
 2. Night Shift 3:00 P.M. to 11:30 P.M.
With one-half hour for lunch
- K. During the summer and periods that students do not attend school, the hours of work for all personnel will be 7:00 A.M. to 3:30 P.M., with one-half hour for lunch.

MISCELLANEOUS PROVISIONS

- L. Individual personnel may be rescheduled by the Business Administrator and/or the Supervisor of Building and Grounds in order to suit the needs of the school system.

ARTICLE XI DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1973, subject to the Association's right to negotiate over a Successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. REOPENER CLAUSE

It is agreed that this Contract shall be in force for a period of two (2) years, from July 1, 1971 to June 1973, except that the Salary Guide (SCHEDULE A) shall be re-negotiated for the fiscal year July 1972 to June 1973.

C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents or representative and attested to by their respective secretary or representative.

Attested to this Ninth day of June, 1971

New Milford Custodial Association

By: Robert G. Green

Representative

By: Albert F. Green

Representative

New Milford Board of Education

By: Richard Rook

President

By: R. W. Bunker

Secretary

SCHEDULE A

CUSTODIAL SALARY GUIDE
1971-1972

	A.	B.	C.	D.
	Maintenance	Night Foreman		
	H.S. Head	Elem. Head		10-Month
<u>Step</u>	<u>Custodian</u>	<u>Custodian</u>	<u>Custodian</u>	<u>Matron</u>
1	6,600.	6,200.	5,800.	3,800.
2	6,800.	6,400.	6,000.	4,000.
3	7,050.	6,650.	6,250.	4,200.
4	7,300.	6,900.	6,500.	4,400.
5	7,550.	7,150.	6,750.	4,600.
6	7,850.	7,450.	7,050.	4,800.
7	8,150.	7,750.	7,350.	5,000.
8	8,450.	8,050.	7,650.	5,200.
9	8,750.	8,350.	7,950.	5,500.

Maintenance Foreman	A Guide + 350.
M.S. Head Custodial	B Guide + 225.
H.S. Night Foreman	B Guide + 225.
M.S. Night Foreman	B Guide + 225.

SCHEDULE B

CUSTODIAL HOLIDAY SCHEDULE
1971-1972

<u>JULY</u>	5	Monday	July 4th
<u>SEPTEMBER</u>	6	Monday	Labor Day
	20	Monday	Rosh Hashanah
	21	Tuesday	Rosh Hashanah
<u>NOVEMBER</u>	4	Thursday	N.J.E.A. Convention
	5	Friday	N.J.E.A. Convention
	25	Thursday	Thanksgiving
	26	Friday	Thanksgiving
<u>DECEMBER</u>	24	Friday	Christmas
	31	Friday	New Years
<u>FEBRUARY</u>	25	Friday	
<u>MARCH</u>	31	Friday	Good Friday
<u>MAY</u>	29	Monday	Memorial Day

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